

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

NATIONAL AMERICAN INSURANCE COMPANY,

Plaintiff,

v.

Case No. 2:19-cv-1020-KG-CG

IRIS RODRIQUEZ, as the Personal Representative of the
ESTATE OF CHAD ZACK RODRIQUEZ.

Defendants.

CONSOLIDATED WITH:

IRIS RODRIQUEZ, personally and on behalf
of the ESTATE OF CHAD RODRIQUEZ,
deceased, and as natural guardian and next friend
of CHEVY ALAN RODRIQUEZ and LILLIE
ROSE RODRIQUEZ, minors,

Plaintiffs,

v.

Case No. 2:19-cv-1040-CG-KRS

NATIONAL AMERICAN INSURANCE COMPANY,
GULF INTERSTATE FIELD SERVICES, INC., and
GULF INTERNATIONAL CORPORATION, and
TYLER SWAFFORD or JOHN DOE the PERSONAL
REPRESENTATIVE of the ESTATE OF RICKY
SWAFFORD, deceased.

Defendants.

ORDER APPOINTING TEMPORARY GUARDIAN AD LITEM

THIS MATTER coming before the Court on the Joint Motion of the Parties for the appointment of a temporary Guardian *Ad Litem*, and the Court having reviewed the Motion and being advised in the premises, FINDS THAT:

Appointment of a Guardian *Ad Litem* is necessary because Alan Rodriguez, a minor, and Lillie Rose Rodriguez, a minor, will receive a settlement as a result of the death of their father in an accident occurring on or about October 25, 2017. As such good cause exists for the appointment of a Guardian *Ad Litem* to investigate, on behalf of the Court, the issues raised in the above-styled and numbered cause, to report to the Court on the Guardian *Ad Litem*'s conclusions, and to take whatever action is necessary and appropriate to effectuate that end.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that:

1. Cord Borner, an attorney at law and member of the New Mexico District Federal Bar, is hereby appointed as temporary Guardian *Ad Litem* to act on behalf of Alan Rodriguez, a minor, and Lillie Rose Rodriguez, a minor. Said Guardian *Ad Litem* shall act as an arm of this Court and shall have judicial immunity and no personal or legal liability of any kind to any person or entity arising out of the performance of his duties as Guardian *Ad Litem*.

2. The court-appointed Guardian *Ad Litem* shall be deemed a party entitled to participate, to have notice of all proceedings, and to receive copies of all pleadings and correspondence among the parties.

3. The Guardian *Ad Litem* shall be deemed an arm and friend of the Court and is appointed to assist the Court in discharging its duties to the minor children, who are beneficiaries of the Wrongful Death Estate of Chad Rodriguez. The Guardian *Ad Litem* shall conduct an independent investigation of all matters relevant to the issues in this cause, shall report to the parties and to the Court the Guardian *Ad Litem*'s conclusions with respect to such investigation, and shall undertake whatever formal or other actions are deemed necessary or appropriate.

4. At any hearing in this case, the *Guardian Ad Litem* will be entitled to testify as a witness or may informally report to the Court on the nature and scope of the investigation, conclusions and recommendations regarding both the fairness and reasonableness of the proposed settlement and the manner in which the settlement monies shall be held/used on behalf of the minor child.


5. The *Guardian Ad Litem* shall have access to relevant records regarding the accident which occurred on October 25, 2017, the resulting death of Chad Rodriguez and damages suffered by the minor children, and any other documents which are relevant to the *Guardian Ad Litem's* investigation of this matter.

6. There are strong public policy reasons to grant immunity to the *Guardian Ad Litem* in this case, who is acting as an “Arm of the Court” as the Judge’s assistant, and is performing an essential role in this Court’s administration of justice. Accordingly, all immunities and privileges available to the *Guardian Ad Litem*, as articulated by the New Mexico Supreme Court in *Collins v. Tabet*, 111 NM 391, 806 P.2d 40 (1991), shall be extended to the *Guardian Ad Litem* in this matter. Cord Borner, Attorney at Law, shall be absolutely immune from any liability for any actions taken pursuant to this appointment, insofar as the *Guardian Ad Litem's* conduct in this case involves an investigation on behalf of this Court into the fairness and reasonableness of the settlement and the manner in which the settlement monies will be held/used on behalf of the minor child.

7. The *Guardian Ad Litem's* duties and obligations in this case are owed to the Court and not to the minor child.

8. Costs and fees of the *Guardian Ad Litem* are to be paid solely by Defendants’

insurance carriers on behalf of Defendants Gulf International Corporation and Gulf Interstate Field Services, Inc. National American Insurance Company shall not bear any costs associated with the appointment or work of the Guardian *Ad Litem*


UNITED STATES DISTRICT JUDGE

APPROVED:

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